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Attorneys for Defendants,
COUNTY OF ORANGE and
SHERIFF DON BARNES

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION

MARK MOON, et al,
Plaintiffs,

v.

COUNTY OF ORANGE, et al,
Defendants.

Case No.:
8:19CV-00258-JVS (KESx)
Assigned to: Hon. James V. Selna
Crt. Rm: 10C
Magistrate Judge:
Karen E. Scott - Crt. Rm: 6D

**[PROPOSED] PROTECTIVE
ORDER**

Action Date: 2/8/19
Trial Date: 8/11/20

This Court has reviewed the Parties Stipulated Protective Order and hereby makes the following orders.

1. In connection with discovery proceedings in this action, all Plaintiffs in this action and Defendants COUNTY OF ORANGE and SHERIFF DON BARNES (“Defendants”) (collectively “Parties”) by and through their attorneys of

1 record agree that they may designate any document, thing, material, testimony or
2 other information derived therefrom, as “Confidential” under the terms of this
3 Stipulated Protective Order (hereinafter “Order”). Confidential Information for
4 purposes of the instant Stipulated Protective Order is defined as:

5 (a) Information which has not been made public *and* which directly
6 relates to Orange County Sheriff’s Department (“OCSD”) internal investigation
7 reports, as well as opinions and summaries derived from those reports. Such
8 documents include Internal Investigation Administrative Worksheets, Personnel
9 Investigation Summaries, and evidence collected in pursuit of OCSD internal
10 investigations reports; or

11 (b) Information which has not been made public and which directly
12 relates to Orange County District Attorney (“OCDA”) investigation reports, as well
13 as opinions and summaries derived from those reports. Such documents include
14 investigation worksheets, summaries, and evidence collected in pursuit of OCDA
15 investigation; or

16 (c) Information which has not been made public *and* which
17 constitutes or comprises facts about any person which would give that person a
18 reasonable expectation of privacy under California law, to include, without
19 limitation, documents in employment and personnel files.

20 2. The Parties agree that there is good cause for this Stipulated Protective
21 Order because the failure to protect such Confidential Information from disclosure
22 may cause irreparable harm to one or both parties and, further, could constitute a
23 violation of California law or OCSD or OCDA policy. The Parties agree that the
24 failure to protect the confidentiality of information obtained through investigative
25 and other departmental processes may erode public trust in the OCDA, OCSD and
26 its peace officers, potentially compromising public safety. Moreover, with respect
27 to personnel files and internal investigations of OCSD peace officers, the
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1 Confidential Information which is the subject of this Protective Order is expressly
2 made confidential pursuant to California *Penal Code* §832.7(a) and it is the
3 intention of the Parties entering into this Protective Order to extend the highest
4 level of confidentiality possible to the records and information that will be
5 produced subject to this Protective Order.

6 3. Under the terms of this Order, the party designating Confidential
7 Information is certifying to the Court that there is a good faith basis both in law and
8 in fact for the designation within the meaning of Federal Rule of Civil Procedure
9 26(g). Confidential documents shall be so designated by stamping copies of the
10 document produced to a party with the legend “CONFIDENTIAL.”

11 4. Confidential Material includes, without limitation any and all
12 summaries, copies, abstracts, or other documents derived in whole or in part from
13 documents or other materials designated as Confidential Information under the
14 procedures set forth in Paragraph 3 of the Protective Order. Confidential Material
15 shall be used only for the purpose of the prosecution, defense, or settlement of this
16 action, and for no other purpose.

17 5. Confidential Material produced pursuant to this Order may not be used
18 for any purpose other than in the above referenced court proceeding pursuant to
19 applicable law, and may be disclosed or made available only to the Court, court
20 personnel, a party, counsel for a party (including the paralegal, clerical, and
21 secretarial staff employed by such counsel), and to Qualified Persons as defined
22 below:

23 (a) any current officer or director of a party deemed necessary by counsel to
24 aid in the prosecution, defense, or settlement of this action;

25 (b) experts or consultants (together with their clerical staff) retained by a
26 party or a party’s counsel to assist in the prosecution, defense, or settlement of this
27 action;

1 (c) court reporters employed in this action;
2 (d) witnesses at any deposition or other proceeding in this action; and
3 (e) any other person as to whom the parties in writing agree prior to the time
4 of disclosure to that person.

5 Counsel disclosing Confidential Material to a Qualified Person shall provide
6 each Qualified Person a copy of this Order and its Attachment "A." Prior to receipt
7 of any Confidential Material, a Qualified Person must execute the nondisclosure
8 agreement in the form of Attachment "A" and return it to disclosing counsel.
9 Disclosing counsel shall retain the original Attachment "A" for each and every
10 Qualified Person to whom it discloses Confidential Material and provide a copy of
11 any such Attachment "A" within five (5) court days upon the written request of any
12 party or the Court.

13 6. Nothing in this Order shall impose any restrictions on a party's use or
14 disclosure of its own Confidential Information, or from using or disclosing material
15 obtained independent of discovery in this action, whether or not such material is
16 also obtained through discovery in this action.

17 7. In the event that any party or non-party disclosing Confidential
18 Material alleges that the receiver of such Confidential Material has violated the
19 terms of this Order, the discloser may move the Court for a determination whether
20 or not a violation has occurred. Any such motion shall comply with the procedures
21 set forth in Local Rules 37-1 and 37-2. The movant shall have the burden of
22 showing that the receiver (1) possessed Confidential Material and (2) used it in
23 violation of the terms of this Protective Order. Any violation of the terms of this
24 Order may constitute contempt of Court or result in any other sanction the Court
25 deems appropriate. Nothing in this Paragraph 7 or any other paragraph or part of
26 this Order shall be deemed as (1) limiting the remedies of any person alleging harm
27 from the disclosure of Confidential Material by any party to this action or any
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1 Qualified Person, or (2) preventing any party or nonparty from seeking such further
2 protections regarding confidentiality as may be appropriate

3 8. In the event that any Confidential Material is used in any court
4 proceeding in this action, it shall not lose its confidential status through such use,
5 and the party using such shall take all reasonable steps to maintain its
6 confidentiality in accordance with applicable laws and the governing rules and
7 procedures of the Court. Any party attempting to file Confidential Materials with
8 the Court for any purpose shall seek leave of Court to file the Confidential
9 Materials under seal, in accordance with the Local Rules 79-5.1 and all other
10 applicable Rules.

11 9. Subject to the procedures set forth in Paragraph 10 below, this Order
12 shall be without prejudice to the rights of the parties (i) to bring before the Court at
13 any time the question of whether any particular document or information is
14 confidential or whether its use should be restricted or (ii) to present a motion to the
15 Court under FRCP 26(c) for a separate protective order as to any particular
16 document or information, including restrictions differing from those as specified
17 herein.

18 10. A party opposing the designation of any document or other material as
19 Confidential Material may challenge that designation by serving a written
20 objection, including a statement of the grounds for the objection, on the designating
21 party. The designating party will have ten (10) Court days following the receipt of
22 the objection to explain in writing the reasons for the designation of the identified
23 document or other material. If the designating party fails to respond to the written
24 objection within the allotted time, the designation as Confidential Material is
25 deemed withdrawn for any document or other material identified in the written
26 objection.

27 If the disclosing party persists in designating the document or other material
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1 in question as Confidential Material, the objecting party may move the Court within
2 ten (10) days for an order removing or replacing the “Confidential” designation.
3 Any such motion shall comply with the procedures set forth in Local Rules 37-1
4 and 37-2. On such a motion, it shall be the burden of the designating party to prove
5 that the material or information was properly designated. If an objecting party does
6 not make a timely motion, such objection is deemed withdrawn. Until a ruling
7 from the Court, disputed items shall remain designated as Confidential Material and
8 afforded all protections set forth in this Order.

9 11. This Order is entered solely for the purpose of facilitating the
10 exchange of documents and other information between the parties to this action
11 without involving the Court unnecessarily. Nothing in this Order, nor the
12 production of any information or document under the terms of this Order, nor any
13 proceedings pursuant to this Order, shall be deemed to have the effect of an
14 admission or waiver by either party or of altering the confidentiality or
15 nonconfidentiality of any such document or information or altering any existing
16 obligation of any party or the absence thereof.

17 12. This Order shall survive the final termination of this action, to the
18 extent that the information contained in Confidential Material is not or does not
19 become known to the public, and the Court shall retain jurisdiction to resolve any
20 dispute concerning the use or disclosure of information disclosed in this action and
21 designated as Confidential Material under this Order. Upon termination of this case,
22 counsel for the parties shall assemble and return to each other all documents,
23 material and deposition transcripts designated as confidential and all copies of
24 same, or shall certify the destruction thereof.

25 13. Nothing in this Order shall be construed as authorizing a party to
26 disobey a lawful subpoena or other process or order issued in another action. In the
27 event any person or entity having received Confidential Material under this Order
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1 receives a subpoena or other process or order to produce such information, the
2 subpoenaed person or entity shall, within three (3) court days notify in writing the
3 attorneys of record of the disclosing party and shall furnish those attorneys with a
4 copy of said subpoena or other process or order. The person or entity receiving the
5 subpoena or other process or order shall be entitled to comply with it within a
6 reasonable time except to the extent it is modified or quashed.

7 14. Should any person or entity inadvertently produce after a reasonable
8 review material eligible for designation under this Order as Confidential
9 Information, it may redesignate the material as Confidential Information upon
10 written notice to the party in receipt of the undesignated material within ten (10)
11 days of the discovery of the inadvertent production. Once properly redesignated, the
12 Confidential Material shall thereafter be treated as if it had originally been
13 designated as Confidential Material. Following any redesignation of material, the
14 party receiving such material shall take reasonable steps to comply with the
15 redesignation including, without limitation, retrieving all copies of, excerpts of, and
16 notes related to any redesignated material from persons not entitled to receive
17 Confidential Material under this Order.

18 15. If Confidential Material is disclosed to any person other than in the
19 manner authorized by this Protective Order, the party responsible for the disclosure
20 must immediately bring all pertinent facts relating to such disclosure to the
21 attention of the designating party, and without prejudice to the rights and remedies
22 of the designating party, make every effort to retrieve the improperly disclosed
23 material and to prevent further unauthorized disclosure on its own part or on the
24 part of the recipient of such information or material.

25 16. Nothing in this Order shall be construed as requiring disclosure of
26 privileged materials, material subject to protection under the attorney work product
27 doctrine, or materials which are otherwise beyond the scope of permissible
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1 discovery.

2 17. Nothing in this Order shall be construed as a waiver by a party of any
3 objections that might be raised as to the admissibility at trial of any evidentiary
4 materials. Nothing in this Order shall apply to evidence presented at trial or any
5 other court proceeding.

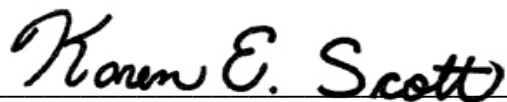
6 18. This Order may be modified by agreement of the parties, subject to
7 approval by the Court, without prejudice to the rights of any party to move for relief
8 from any of its provisions. No modification shall take effect unless and until
9 approved by the Court. This Order shall not be deemed to prejudice the parties in
10 any way in any future application for modification of this Order.

11 19. Without separate court order, this Order does not change, amend, or
12 circumvent any court rule or local rule.

13 20. This Order shall apply to all parties in this action, including those that
14 have not yet appeared or who may be added later.

15 **IT IS SO ORDERED.**

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17 Dated: February 27, 2020


Karen E. Scott,
United States Magistrate Judge

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CERTIFICATE OF SERVICE

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

I, Connie B. Reinglass, declare that:

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is: 3 Park Plaza, Suite 1500, Irvine, California 92614-8558.

On **February 27, 2020**, I served the foregoing document, described **[PROPOSED] PROTECTIVE ORDER** on the interested parties in this action by placing ☐ the original ☐ a true copy in a separate sealed envelope addressed to the following addresses:

<p>Richard P. Herman, Esq. LAW OFFICE OF RICHARD P. HERMAN P. O. Box 53114 Irvine, CA 92619</p> <p>(714) 547-8512 FAX (949) 209-2693</p> <p>rherman@richardphermanlaw.com</p> <p>Nicholas P. Kohan, Esq. DICKSON, KOHAN BABLOVE LLP 1101 Dove Street, Ste. 220 Newport Beach, CA 92660</p> <p>(949) 535-1341 FAX (949) 535-1449</p> <p>nkohan@dkblawyers.com</p> <p>Joel M. Garson, Esq. GARSON LAW 1432 Edinger Avenue, Suite 240 Tustin, CA 92780</p> <p>(714) 258-7200 FAX (714) 258-8282</p> <p>joel@goelgarson.com</p>	<p>Attorneys for Plaintiffs, on behalf of themselves and others similarly situated</p>
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<p> Jerry L. Steering, Esq. LAW OFFICE OF JERRY L. STEERING 4063 Birch Street, Suite 100 Newport Beach, CA 92660 jerrysteering@yahoo.com (949) 474-1843 FAX (949) 474-1883 </p>	
<p> LEON J. PAGE, COUNTY COUNSEL D. KEVIN DUNN, SR DEPUTY 333 West Santa Ana Blvd., Suite 407 Post Office Box 1379 Santa Ana, CA 92702-1379 Telephone: (714) 834-3300 Facsimile: (714) 834-2359 Email: kevin.dunn@coco.ocgov.com </p>	<p> Co-Counsel for Defendant COUNTY OF ORANGE and SHERIFF DON BARNES </p>
<p> Robert J. Herrington, Esq. Alex L. Linhardt, Esq. GREENBERG TRAURIG, LLP 1840 Century Park East, Ste. 1900 Los Angeles, CA 90067-2121 (310) 586-7700 FAX (310) 586-7800 herringtonr@gtlaw.com linhardta@gtlaw.com Gregory A. Nylén, Esq. Yoon Jee Kim, Esq. GREENBERG TRAURIG, LLP 18565 Jamboree Road, Ste. 500 Irvine, CA 92612 (949) 732-6500 FAX (949) 732-6501 nyleng@gtlaw.com kimjenni@gtlaw.com </p>	<p> Attorneys for Defendant GLOBAL TEL*LINK CORPORATION </p>

☐ **BY E-MAIL:** I caused the above-described document(s) to be transmitted to the offices of the interested parties at the e-mail addresses indicated.

☐ **BY MAIL:** I am "readily familiar" with the firm's practice of

1 collection and processing correspondence for mailing. Under that practice it
2 would be deposited with U. S. postal service on that same day with postage
3 thereon fully prepaid at Irvine, California in the ordinary course of business. I
4 am aware that on motion of the party served, service is presumed invalid if postal
cancellation date or postage meter date is more than one day after date of deposit
for mailing in affidavit.

5 ☒ **BY ELECTRONIC TRANSFER TO THE CM/ECF SYSTEM:** On
6 this date, I electronically uploaded a true and correct copy in Adobe "pdf" format
7 the above listed document(s) to the United States District Court's Case
Management and Electronic Case Filing (CM/ECF) system. After the electronic
filing of a document, service is deemed complete upon receipt of the Notice of
Electronic Filing ("NEF") by the registered CM/ECF users.

8 ☐ **BY EXPRESS MAIL OR "ANOTHER METHOD OF DELIVERY**
9 **PROVIDING FOR OVERNIGHT DELIVERY":** I deposited such envelope
10 in a box or other facility regularly maintained by the express service carrier at
Irvine, California. The envelope was deposited with delivery fees provided for
on a fully prepaid basis.

11 ☐ **BY FACSIMILE TRANSMISSION:** This document was transmitted
12 by facsimile transmission and such transmission was reported as complete and
13 without error. The transmission report that was properly issued by
the transmitting facsimile machine is attached to the conformed file copy of this
document.

14 ☐ **BY PERSONAL SERVICE:** I caused such envelope(s) to be hand-
15 delivered to the office(s) of the addressee(s).

16 I DECLARE under penalty of perjury under the laws of the United States
17 that the above is true and correct. I further declare that I am employed in the
office of a member of the bar of this court at whose direction the service was
made.

18 Executed on **February 27, 2020**, at Irvine, California.

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20 /s/ Connie B. Reinglass
Connie B. Reinglass